



City of Coachella

53-990 Enterprise Way, Coachella, California 92236

Phone (760) 398-5744 * Fax (760) 398-1630 * www.coachella.org

March 10, 2021

Vintage Associates, Inc.
PO Box 5250, La Quinta CA 92248
Re: Letter of Agreement for City Hall Fountain Bowl Purchase

Dear Mr. Gritters:

This letter shall be our Agreement regarding the purchase of City Hall Fountain Bowl Replacement described below ("Services") to be provided by Vintage Associates, Inc., a corporation, ("Contractor") as an independent contractor to the City of Coachella for the City's City Hall Fountain Bowl Replacement ("Project").

The Services to be provided include the following: fabrication and delivery of a Grande Palazzo Pool & Surround Wall fountain bowl measuring 148 inches in diameter. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall not exceed twenty-one thousand two hundred forty-nine dollars and sixteen cents (\$21,249.16).

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law.

Invoices shall be submitted to the City as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin immediately and be completed by May 15, 2021, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

CITY OF COACHELLA

Approved by:

William B. Pattison, Jr.
City Manager

CONTRACTOR

Reviewed and Accepted by Contractor:

Signature

Name

Title

Date

EXHIBIT 'A'



P.O. Box 5250
La Quinta, CA, 92248
Phone: (760) 772-3673
Web: www.thevintageco.com

Quote

Order No.: 068030
Order Date: 1/7/2021
Expire Date: 1/7/2021
Customer ID: COCOA

BILL TO:				SHIP TO:			
CITY OF COACHELLA 53-990 ENTERPRISE WAY COACHELLA CA 92236 Attn: PUBLIC WORKS DEPT Fax:				CITY OF COACHELLA 1515 6TH STREET COACHELLA CA 92236 Attn: PUBLIC WORKS DEPT Phone: (760) 398-3502			
CUSTOMER PO #		REFERENCE		EWO #		TERMS	
Fountain						Net 30	
NO.	ITEM	QTY	UOM	PRICE	DISC PRICE	EXTENDED PRICE	
1	FOUNTAIN-MISC: HS-GPU6099 Grande Palazzo Pool & Surround Wall NOTE: Color: Garden Stone Includes: HS-GPU9026 (GPP Surround Wall) (12-ft. diameter fiberglass - 2 pieces) 17 inch H, 148 inch DIAM, 500 pounds	1	EA	27,744.0000	19,420.8000	19,420.80	
2	FOUNTAIN-MISC: HS Stain: Garden Stone 1 GAL.	1	EA	175.0000	175.0000	175.00	
3	FD2: Fountain & Pottery Delivery Only NOTE: Direct Delivery	1	EA	125.0000	125.0000	125.00	

Sales Total: 19,595.80
Freight & Misc.: 125.00
Less Discount: 0.00
Tax Total: 1,528.36
Total: 21,249.16

Quote is valid for 30 days.

Past due invoices may be subject to a 1.5% late charge.

30 day warranty on plant material that has been properly maintained unless otherwise specified in contract.